Filing Company: Allianz Life Insurance Company of North State Tracking Number:

America

Company Tracking Number: 2012 TAX ENDORSEMENTS

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: 2012 Tax Endorsements

Project Name/Number: 2012 Tax Endorsements/TE-tax2012

# Filing at a Glance

Company: Allianz Life Insurance Company of North America

Product Name: 2012 Tax Endorsements SERFF Tr Num: ALLD-128346669 State: Arkansas TOI: A10 Annuities - Other SERFF Status: Closed-Approved-State Tr Num:

Closed

Sub-TOI: A10.000 Annuities - Other Co Tr Num: 2012 TAX State Status: Approved-Closed

**ENDORSEMENTS** 

Filing Type: Form Reviewer(s): Linda Bird

Authors: Kristin Norberg, Sophia

Han

Date Submitted: 05/10/2012 Disposition Status: Approved-

Closed

Disposition Date: 05/14/2012

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

# **General Information**

Project Name: 2012 Tax Endorsements Status of Filing in Domicile: Pending

Project Number: TE-tax2012

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Overall Rate Impact: Filing Status Changed: 05/14/2012
State Status Changed: 05/14/2012

Deemer Date: Created By: Sophia Han

Submitted By: Sophia Han Corresponding Filing Tracking Number: TE-

tax2012

Filing Description:

Product Name: 2012 Tax Endorsements

Company Tracking #: 2012 Tax Endorsements

Filing Description:

Filing Company: Allianz Life Insurance Company of North State Tracking Number:

America

Company Tracking Number: 2012 TAX ENDORSEMENTS

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: 2012 Tax Endorsements

Project Name/Number: 2012 Tax Endorsements/TE-tax2012

Re: Allianz Life Insurance Company of North America / NAIC # 90611 / FEIN #41-1366075

Individual Annuity Filing - TE-IRA2012 et al

The following forms are enclosed for your review:

TE-IRA2012 Traditional IRA Endorsement

TE-Roth2012 Roth IRA Endorsement

TE-SMPL2012 Simple IRA Endorsement

TE-QRP2012 Qualified Retirement Plan Endorsement

The referenced forms above were created to comply with current requirements of the Internal Revenue Code (IRC). Verbiage contained within the endorsements is that which recently was developed and issued by the Internal Revenue Service. These forms will be used with previously approved annuity policies and any that may be approved in the future.

The forms have Flesch scores less than 40, but this is caused by endorsement language which is drafted to conform to the requirements of the Internal Revenue Code.

If you have any questions or require any additional information, please do not hesitate to call me at 212-773-3887, or send an email to me at sophia.han@ey.com. Thank you for your consideration.

Sincerely,

Sophia Han

Ernst & Young on behalf of Allianz Life Insurance Company of North America

State Narrative:

# Company and Contact

## **Filing Contact Information**

Laura VanderMolen, Sr Actuarial Assistant Laura. VanderMolen@allianzlife.com

5701 Golden hills Drive 763-765-6265 [Phone]

Minneapolis, MN 55416

**Filing Company Information** 

Allianz Life Insurance Company of North CoCode: 90611 State of Domicile: Minnesota

Filing Company: Allianz Life Insurance Company of North State Tracking Number:

America

Company Tracking Number: 2012 TAX ENDORSEMENTS

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: 2012 Tax Endorsements

Project Name/Number: 2012 Tax Endorsements/TE-tax2012

America

5701 Golden Hills Drive Group Code: 761 Company Type: 04
Minneapolis, MN 55416-1297 Group Name: State ID Number:

(800) 328-5601 ext. [Phone] FEIN Number: 41-1366075

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# **Filing Fees**

Fee Required? Yes

Fee Amount: \$200.00

Retaliatory? No

Fee Explanation: \$50.00 per form \* 4 forms = \$200.00

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Allianz Life Insurance Company of North \$200.00 05/10/2012 59084917

America

Filing Company: Allianz Life Insurance Company of North State Tracking Number:

America

Company Tracking Number: 2012 TAX ENDORSEMENTS

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: 2012 Tax Endorsements

Project Name/Number: 2012 Tax Endorsements/TE-tax2012

# **Correspondence Summary**

# **Dispositions**

Status	Created By	Created On	Date Submitted
Approved-	Linda Bird	05/14/2012	05/14/2012

Filing Company: Allianz Life Insurance Company of North State Tracking Number:

America

Company Tracking Number: 2012 TAX ENDORSEMENTS

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: 2012 Tax Endorsements

Project Name/Number: 2012 Tax Endorsements/TE-tax2012

# **Disposition**

Disposition Date: 05/14/2012

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Filing Company: Allianz Life Insurance Company of North State Tracking Number:

America

Company Tracking Number: 2012 TAX ENDORSEMENTS

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: 2012 Tax Endorsements

Project Name/Number: 2012 Tax Endorsements/TE-tax2012

Schedule	Schedule Item	Schedule Item Status Public Access
Supporting Document	Flesch Certification	Yes
Supporting Document	Application	No
Supporting Document	Life & Annuity - Acturial Memo	No
Form	Traditional IRA Endorsement	Yes
Form	SIMPLE IRA Endorsement	Yes
Form	Roth IRA Endorsement	Yes
Form	Qualified Retirement Plan Endorsement	Yes

Filing Company: Allianz Life Insurance Company of North State Tracking Number:

America

Company Tracking Number: 2012 TAX ENDORSEMENTS

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: 2012 Tax Endorsements

Project Name/Number: 2012 Tax Endorsements/TE-tax2012

# Form Schedule

Lead Form Number: TE-IRA2012

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	TE- IRA2012	Policy/Cont Traditional IRA ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		22.200	TE- IRA2012.pdf
	TE- SMPL2012	Policy/Cont SIMPLE IRA ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		24.400	TE- SMPL2012.pd f
	TE- Roth2012	Policy/Cont Roth IRA ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		25.200	TE- Roth2012.pdf
	TE- QRP2012	Policy/Cont Qualified Retirement ract/Fratern Plan Endorsement al	Initial		37.100	TE- QRP2012.pdf

Filing Company: Allianz Life Insurance Company of North State Tracking Number:

America

Company Tracking Number: 2012 TAX ENDORSEMENTS

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: 2012 Tax Endorsements

Project Name/Number: 2012 Tax Endorsements/TE-tax2012

Certificate:
Amendmen
t, Insert
Page,

Endorseme nt or Rider

# Traditional IRA Endorsement

The Company has issued this endorsement as a part of the contract. If there are any conflicts between this endorsement, the contract, any other riders, or any other endorsements, the provisions of this endorsement will prevail.

On the basis of the application for the contract to which this endorsement is attached, the contract is issued as an Individual Retirement Annuity (IRA) intended to qualify under Section 408(b) of the Internal Revenue Code of 1986 (the "Code").

# **Definitions/Glossary**

#### Compensation

Wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code § 401(c)(2) (reduced by the deduction the self employed Owner takes for contributions made to a self-employed retirement plan). For purposes of this definition, § 401(c)(2) shall be applied as if the term trade or business for purposes of § 1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to § 112). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the Owner's gross income under § 71 with respect to a divorce or separation instrument described in subparagraph (A) of § 71(b)(2). The term "compensation" also includes any differential wage payments as defined in § 3401(h)(2).

#### Interest in the IRA

Includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

# **Individual Retirement Annuity**

The contract is established for the exclusive benefit of the Owner or his or her Beneficiaries. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) maintained for the benefit of a designated Beneficiary of a deceased Owner, references in this document to the "Owner" are to the deceased Owner.

The Owner's Interest in the IRA is nonforfeitable. This contract is nontransferable by the Owner.

#### 1. Refund of Premiums

Any refund of premiums (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future premiums or the purchase of additional benefits.

#### 2. Interrupted Premium Payments

If the premium payments are interrupted, the contract will be reinstated at any date prior to maturity upon payment of a premium to the Company, and the minimum premium amount for reinstatement shall be \$50, however, the Company may at its option either accept additional future payments or terminate the contract by payment in cash of the then present value of the paid up benefit if no premiums have been received for two full consecutive Contract Years and the paid up annuity benefit at maturity would be less than \$20 per month.

### 3. Contributions

(a) Except in the case of a rollover contribution (as permitted by Internal Revenue Code §§ 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in § 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 219(b)(5)(D). Such adjustments will be in multiples of \$500.

(b) In the case of an Owner who is 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.

# **Individual Retirement Annuity** (continued from the previous page)

- (c) In addition to the amounts described in paragraphs (a) and (b) above, the Owner may make additional contributions specifically authorized by statute such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation.
- (d) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.
- (e) If this is an inherited IRA within the meaning of  $\S$  408(d)(3)(C), no contributions will be accepted.

#### 4. Required Distributions Before Death

- (a) Notwithstanding any provision of this IRA to the contrary, the distribution of the Owner's Interest in the IRA shall be made in accordance with the requirements of Code  $\S$  408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the Interest in the IRA (as determined under the Definitions/Glossary section) must satisfy the requirements of Code  $\S$  408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section 5.
- (b) The entire Interest in the IRA of the Owner for whose benefit the contract is maintained will commence to be distributed no later than the first day of April following the calendar year in which the Owner attains age 70½ (the "required beginning date") over (a) the life of the Owner or the lives of the Owner and his or her designated Beneficiary or (b) a period certain not extending beyond the life expectancy of the Owner or the joint and last survivor expectancy of the Owner and his or her designated Beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of § 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of § 1.401(a)(9)-6. If this is an inherited IRA within the meaning of § 408(d)(3)(C), this paragraph and paragraphs (c) and (d) below do not apply.
- (c) The distribution periods described in paragraph (b) above cannot exceed the periods specified in § 1.401(a)(9)-6 of the Income Tax Regulations.
- (d) The first required payment can be made as late as April 1 of the year following the year the Owner attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

#### 5. Required Distributions Upon Death

- (a) **Death On or After Required Distributions Commence.** If the Owner dies on or after required distributions commence, the remaining portion of his or her Interest in the IRA will continue to be distributed under the contract option chosen.
- (b) **Death Before Required Distributions Commence.** If the Owner dies before required distributions commence, his or her entire Interest in the IRA will be distributed at least as rapidly as follows:
  - (1) If the designated Beneficiary is someone other than the Owner's surviving spouse, the entire Interest in the IRA will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with paragraph (b)(3) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated Beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased Owner under § 402(c)(11), then, notwithstanding any election made by the deceased Owner pursuant to the preceding sentence, the nonspouse designated Beneficiary may elect to have distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the year following the year of death.

TE-IRA2012 2

# **Individual Retirement Annuity** (continued from the previous page)

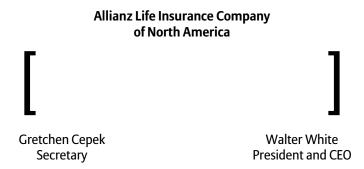
- (2) If the Owner's sole designated Beneficiary is the Owner's surviving spouse, the entire Interest in the IRA will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining Interest in the IRA will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining Interest in the IRA will continue to be distributed under the contract option chosen.
- (3) If there is no designated Beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire Interest in the IRA will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.
- (c) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (d) If the sole designated Beneficiary is the Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.
- (e) The required minimum distributions payable to a designated Beneficiary from this IRA may be withdrawn from another IRA the Beneficiary holds from the same decedent in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.

#### 6. Annual Reports

The Company shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

In all other respects the provisions, conditions, exceptions and limitations contained in the contract remain unchanged and apply to this endorsement.

Signed for the Company at its home office.



TE-IRA2012 3

### SIMPLE IRA Endorsement

The Company has issued this endorsement as a part of the contract. If there are any conflicts between this endorsement, the contract, any other riders, or any other endorsements, the provisions of this endorsement will prevail.

On the basis of the application for the contract to which this endorsement is attached, the contract is issued as a Savings Incentive Match Plan For Employees Individual Retirement Annuity ("SIMPLE IRA") intended to qualify under Section 408(p) of the Internal Revenue Code (the "Code").

# **Definitions/Glossary**

#### Interest in the SIMPLE IRA

Includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the SIMPLE IRA, such as guaranteed death benefits.

#### SIMPLE IRA

The contract is established for the exclusive benefit of the Owner or his or her Beneficiaries. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) maintained for the benefit of a designated Beneficiary of a deceased Owner, references in this document to the "Owner" are to the deceased Owner.

The Interest in the SIMPLE IRA of the Owner is nonforfeitable. This contract is nontransferable by the Owner.

#### 1. Refund of Premiums

Any refund of premiums (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future premiums or the purchase of additional benefits.

## 2. Interrupted Premium Payments

If the premium payments are interrupted, the contract will be reinstated at any date prior to maturity upon payment by an employer under a SIMPLE IRA plan of a premium to the Company, and the minimum premium amount for reinstatement shall be \$50, however, the Company may at its option either accept additional future payments or terminate the contract by payment in cash of the then present value of the paid up benefit if no premiums have been received for two full consecutive Contract Years and the paid up annuity benefit at maturity would be less than \$20 per month.

#### 3. Contributions

This SIMPLE IRA will accept only:

- cash contributions made by an employer on behalf of the Owner under a SIMPLE IRA plan that meet the requirements of Code § 408(p), and
- rollover contributions or transfers of assets from another SIMPLE IRA of the Owner.

No other contributions will be accepted.

#### 4. SIMPLE IRA 2-Year Restriction

Prior to the expiration of the 2-year period beginning on the date the Owner first participated in any SIMPLE IRA plan maintained by the Owner's employer, any rollover or transfer by the Owner of funds from this SIMPLE IRA must be made to another SIMPLE IRA of the Owner. Any distribution of funds to the Owner during this 2-year period may be subject to a 25% additional tax if the Owner does not roll over the amount distributed into a SIMPLE IRA. After the expiration of this 2-year period, the Owner may roll over or transfer funds to any IRA of the Owner that is qualified under Code § 408(a), (b) or (p), or to another eligible retirement plan described in Code § 402(c)(8)(B).

#### **SIMPLE IRA** (continued from the previous page)

#### 5. Required Distributions Before Death

- (a) Notwithstanding any provision of this SIMPLE IRA to the contrary, the distribution of the Owner's Interest in the SIMPLE IRA shall be made in accordance with the requirements of Code § 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the Interest in the SIMPLE IRA (as determined under the Definitions/Glossary section) must satisfy the requirements of Code § 408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section 6.
- (b) The entire Interest in the SIMPLE IRA of the Owner for whose benefit the contract is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Owner attains age 70½ (the "required beginning date") over (a) the life of such Owner or the lives of such Owner and his or her designated Beneficiary or (b) a period certain not extending beyond the life expectancy of such Owner or the joint and last survivor expectancy of such Owner and his or her designated Beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of § 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of § 1.401(a)(9)-6. If this is an inherited IRA within the meaning of § 408(d)(3)(C), this paragraph and paragraphs (c) and (d) below do not apply.
- (c) The distribution periods described in paragraph (b) above cannot exceed the periods specified in § 1.401(a)(9)-6 of the Income Tax Regulations.
- (d) The first required payment can be made as late as April 1 of the year following the year the Owner attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

#### 6. Required Distributions Upon Death

- (a) **Death On or After Required Distributions Commence.** If the Owner dies on or after required distributions commence, the remaining portion of his or her Interest in the SIMPLE IRA will continue to be distributed under the contract option chosen.
- (b) **Death Before Required Distributions Commence.** If the Owner dies before required distributions commence, his or her entire Interest in the SIMPLE IRA will be distributed at least as rapidly as follows:
  - (1) If the designated Beneficiary is someone other than the Owner's surviving spouse, the entire Interest in the SIMPLE IRA will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with paragraph (b)(3) below.
  - (2) If the Owner's sole designated Beneficiary is the Owner's surviving spouse, the entire Interest in the SIMPLE IRA will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining Interest in the SIMPLE IRA will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining Interest in the SIMPLE IRA will continue to be distributed under the contract option chosen.
  - (3) If there is no designated Beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire Interest in the SIMPLE IRA will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).

2

## **SIMPLE IRA** (continued from the previous page)

- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.
- (c) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (d) If the sole designated Beneficiary is the Owner's surviving spouse, the spouse may elect to treat this SIMPLE IRA as his or her own SIMPLE IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to this SIMPLE IRA (permitted under the contribution rules for SIMPLE IRAs as if the surviving spouse were the owner) or fails to take required distributions as a Beneficiary.
- (e) The required minimum distributions payable to a designated Beneficiary from this SIMPLE IRA may be withdrawn from another IRA the Beneficiary holds from the same decedent in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.

## 7. Annual Reports

The Company shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

If contributions made on behalf of the Owner under a SIMPLE IRA plan maintained by the Owner's employer are received directly by the issuer of this SIMPLE IRA contract from the employer, the issuer will provide the employer with the summary description required by Code § 408(I)(2)(B).

In all other respects the provisions, conditions, exceptions and limitations contained in the contract remain unchanged and apply to this endorsement.

Signed for the Company at its home office.

# Allianz Life Insurance Company of North America

Gretchen Cepek Walter White Secretary President and CEO

TE-SMPL2012 3

### **Roth IRA Endorsement**

The Company has issued this endorsement as a part of the contract. If there are any conflicts between this endorsement, the contract, any other riders, or any other endorsements, the provisions of this endorsement will prevail.

On the basis of the application for the contract to which this endorsement is attached, the contract is issued as a Roth Individual Retirement Annuity (Roth IRA) intended to qualify under Section 408A of the Internal Revenue Code of 1986 (the "Code").

# **Definitions/Glossary**

#### Compensation

Wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code § 401(c)(2) (reduced by the deduction the self-employed Owner takes for contributions made to a self-employed retirement plan). For purposes of this definition, § 401(c)(2) shall be applied as if the term trade or business for purposes of § 1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to § 112). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the Owner's gross income under § 71 with respect to a divorce or separation instrument described in subparagraph (A) of § 71(b)(2). In the case of a married Owner filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making an IRA contribution. The term "compensation" also includes any differential wage payments as defined in § 3401(h)(2).

#### Interest in the Roth IRA

Includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the Roth IRA, such as guaranteed death benefits.

#### **Roth IRA**

The contract is established for the exclusive benefit of the Owner or his or her Beneficiaries. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) maintained for the benefit of a designated Beneficiary of a deceased Owner, references in this document to the "Owner" are to the deceased Owner.

The Interest in the Roth IRA of the Owner is nonforfeitable. This contract is nontransferable by the Owner.

#### 1. Refund of Premiums

Any refund of premiums (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future premiums or the purchase of additional benefits.

# 2. Interrupted Premium Payments

If the premium payments are interrupted, the contract will be reinstated at any date prior to maturity upon payment of a premium to the Company, and the minimum premium amount for reinstatement shall be \$50, however, the Company may at its option either accept additional future payments or terminate the contract by payment in cash of the then present value of the paid up benefit if no premiums have been received for two full consecutive Contract Years and the paid up annuity benefit at maturity would be less than \$20 per month.

#### 3. Contributions

- (a) **Maximum Permissible Amount.** Except in the case of a qualified rollover contribution (as defined in (g) below) or a recharacterization (as defined in (f) below), no contribution will be accepted unless it is in cash and the total of such contributions to all the Owner's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in (b) below), or the Owner's compensation (as defined in the Definitions/Glossary section), if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the Owner's compensation is referred to as a "regular contribution." However, notwithstanding the preceding limits on contributions, the Owner may make additional contributions specifically authorized by statute such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. Contributions may be limited under (c) through (e) below.
- (b) **Applicable Amount.** The applicable amount is determined below:
  - (i) If the Owner is under age 50, the applicable amount is \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the \$5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 219(b)(5)(D). Such adjustments will be in multiples of \$500.
  - (ii) If the Owner is 50 or older, the applicable amount under paragraph (i) above is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
- (c) **Regular Contribution Limit.** The maximum regular contribution that can be made to all the Owner's Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii) below.
  - (i) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI") in accordance with the following table:

Filing Status	Full Contribution	Phase-out Range	No Contribution
		<b>Modified AGI</b>	
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married-Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

An Owner's modified AGI for a taxable year is defined in Code § 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution. If the Owner's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 408A(c)(3). Such adjustments will be in multiples of \$1,000.

- (ii) If the Owner makes regular contributions to both Roth and nonRoth IRAs for a taxable year, the maximum regular contribution that can be made to all the Owner's Roth IRAs for that taxable year is reduced by the regular contributions made to the Owner's nonRoth IRAs for the taxable year.
- (d) **SIMPLE IRA Limits.** No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.
- (e) Inherited IRA. If this is an inherited IRA within the meaning of § 408(d)(3)(C), no contributions will be accepted.

TE-Roth2012 2

### **Roth IRA** (continued from the previous page)

- (f) **Recharacterization.** A regular contribution to a nonRoth IRA may be recharacterized pursuant to the rules in § 1.408A-5 of the regulations as a regular contribution to this Roth IRA, subject to the limits in (c) above.
- (g) Qualified Rollover Contribution. A "qualified rollover contribution" is a rollover contribution of a distribution from an eligible retirement plan described in § 402(c)(8)(B). If the distribution is from an IRA, the rollover must meet the requirements of Code § 408(d)(3), except the one-rollover-per-year rule of § 408(d)(3)(B) does not apply if the distribution is from a nonRoth IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code § 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), as applicable. A qualified rollover contribution also includes (i) and (ii) below.
  - (i) All or part of a military death gratuity or servicemembers' group life insurance ("SGLI") payment may be contributed if the contribution is made within 1 year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under § 408(d)(3)(B).
  - (ii) All or part of an airline payment (as defined in § 125 of the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment.

## 4. Required Distributions Before Death

No amount is required to be distributed prior to the death of the Owner for whose benefit the contract was originally established. If this is an inherited IRA within the meaning of Code  $\S$  408(d)(3)(C), this paragraph does not apply.

## 5. Required Distributions Upon Death

- (a) Notwithstanding any provision of this Roth IRA to the contrary, the distribution of the Owner's Interest in the Roth IRA shall be made in accordance with the requirements of Code § 408(b)(3), as modified by § 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the Interest in the Roth IRA (as determined under the Definitions/Glossary section) must satisfy the requirements of Code § 408(a)(6), as modified by § 408A(c)(5), and the regulations thereunder, rather than the distribution rules in paragraphs (b), (c), (d) and (e) below.
- (b) Upon the death of the Owner, his or her entire Interest in the Roth IRA will be distributed at least as rapidly as follows:
  - (i) If the designated Beneficiary is someone other than the Owner's surviving spouse, the entire Interest in the Roth IRA will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with paragraph (b)(iii) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated Beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased Owner under § 402(c)(11), then, notwithstanding any election made by the deceased Owner pursuant to the preceding sentence, the nonspouse designated Beneficiary may elect to have distributions made under this paragraph (b)(i) if the transfer is made no later than the end of the year following the year of death.
  - (ii) If the Owner's sole designated Beneficiary is the Owner's surviving spouse, the entire Interest in the Roth IRA will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(iii) below. If the surviving spouse dies before required distributions commence to him or her, the remaining Interest in the Roth IRA will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(iii) below.

If the surviving spouse dies after required distributions commence to him or her, any remaining Interest in the Roth IRA will continue to be distributed under the contract option chosen.

TE-Roth2012 3

## **Roth IRA** (continued from the previous page)

- (iii) If there is no designated Beneficiary, or if applicable by operation of paragraph (b)(i) or (b)(ii) above, the entire Interest in the Roth IRA will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(ii) above).
- (iv) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (b)(i) or (ii) and reduced by 1 for each subsequent year.
- (c) For purposes of paragraph (b)(ii) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (d) If the sole designated Beneficiary is the Owner's surviving spouse, the spouse may elect to treat this Roth IRA as his or her own Roth IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to this Roth IRA or fails to take required distributions as a Beneficiary.
- (e) The required minimum distributions payable to a designated Beneficiary from this Roth IRA may be withdrawn from another IRA the Beneficiary holds from the same decedent in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.

#### 6. Annual Reports

The Company shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

In all other respects the provisions, conditions, exceptions and limitations contained in the contract remain unchanged and apply to this endorsement.

Signed for the Company at its home office.

# Allianz Life Insurance Company of North America

Gretchen Cepek Walter White Secretary President and CEO

TE-Roth2012 4

# **Qualified Retirement Plan Endorsement**

The Company has issued this endorsement as a part of the contract. If there are any conflicts between this endorsement, the contract, any other riders, or any other endorsements, the provisions of this endorsement will prevail.

On the basis of the application for the contract to which this endorsement is attached, the contract is issued to a Qualified Plan intended to qualify under Sections 401 or 403(a) of the Internal Revenue Code of 1986, as amended (the "Code").

The terms of the contract and endorsement are subject to the provisions of the Qualified Plan under which the contract is issued. In the event of conflict with Qualified Plan provisions, the contract and endorsement provisions will control.

# **Definitions/Glossary**

#### **Qualified Plan**

A retirement or pension plan that meets the requirements for qualification under Code § 401 or 403(a), all or part of the assets of which are held under this contract.

## **Qualified Retirement Plan**

The Annuitant is the Participant under the Qualified Plan and the Owner and Beneficiary is the Qualified Plan. The Annuitant cannot be changed. The Owner represents to us that the plan is a Qualified Plan and will continue to be a Qualified Plan while this contract is in effect.

This contract shall be treated as a trust for purposes of Code § 401(f), and no portion of this contract nor any of its benefits may be used for, or diverted to, any purpose other than for the exclusive benefit of the Participant and beneficiaries of the Qualified Plan prior to the satisfaction of all liabilities with respect to such persons. The Qualified Plan shall hold this contract for the exclusive benefit of the Participant and beneficiaries of the Qualified Plan.

We have no obligation to determine whether any contribution, deposit, distribution, or transfer under this contract complies with the provisions, terms, and conditions of the Qualified Plan or with any state or federal law or regulation. We have no obligation to administer the Qualified Plan.

### Assignment of this Contract, Change of Ownership

This contract is nonforfeitable and nontransferable. Neither this contract, nor any of its benefits, can be sold, assigned, discounted, pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than the Company.

Notwithstanding the foregoing, this contract may be transferred to:

- The Annuitant; or
- A Trustee or successor Trustee of a retirement plan qualified under Code § 401 or 403(a); or
- As otherwise permitted by the Code or regulations promulgated thereunder.

If this contract is transferred to the Annuitant, the Annuitant shall become the Owner and thereafter neither this contract nor any of its benefits may be sold, assigned, discounted, pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than the Company.

# **Qualified Retirement Plan** (continued from the previous page)

#### **Unisex Contract Provisions**

The contract shall be modified as follows:

- If the contract contains gender-specific contract charges, male contract charge rates shall apply for both male and female annuitants.
- If the contract contains gender-specific annuity purchase rates, female annuity purchase rates shall apply for both male and female annuitants.
- If the contract contains any other references to gender, such references shall be deleted.

In all other respects the provisions, conditions, exceptions and limitations contained in the contract remain unchanged and apply to this endorsement.

Signed for the Company at its home office.

# Allianz Life Insurance Company of North America

Gretchen Cepek Walter White Secretary President and CEO

Filing Company: Allianz Life Insurance Company of North State Tracking Number:

America

Company Tracking Number: 2012 TAX ENDORSEMENTS

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: 2012 Tax Endorsements

Project Name/Number: 2012 Tax Endorsements/TE-tax2012

# **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments:

Attachments:

AR Certificate of Readability.pdf AR Compliance Certification.pdf

Item Status: Status

Date:

Bypassed - Item: Application

Bypass Reason: NA

Not a policy filling

Comments:

Item Status: Status

Date:

Bypassed - Item: Life & Annuity - Acturial Memo

Bypass Reason: N/A

The endorsements are as required by the Internal Revenue Service and do not affect valuation

or nonforfeiture.

**Comments:** 

## **CERTIFICATE OF READABILITY**

Contract Form	Flesch Score
TE-IRA2012	22.2
TE-Roth2012	25.2
TE-SMPL2012	24.4
TE-QRP2012	37.1

It is hereby certified that the endorsements listed above have Flesch reading ease scores that are lower than the minimum required, but they should be approved in accordance with A.C.A. §23-80-207. The lower score is caused by form language which is drafted to conform to the requirements of the Internal Revenue Code.

The Flesch score was calculated using the text of the entire form. ("Text" is as defined by state regulations.)

Each form is otherwise readable and complies with all applicable state rules and regulations as to size of print, format and arrangement.

Date: May 10, 2012

Martin G. Kline, Sr. Director Actuary

#### CERTIFICATE OF COMPLIANCE

Allianz Life Insurance Company of North America hereby certifies that the policy forms listed below are in compliance with all of the requirements of Arkansas Rule and Regulation 19§10B as well as all applicable requirements of the Arkansas Insurance Department.

Allianz Life Insurance Company of North America also certifies that the guidelines of Arkansas Bulletin 11-83 have been reviewed relative to the forms listed below. The forms comply with all provisions of the Bulletin.

In addition, we certify that the forms comply with the Arkansas External-Indexed Contract Guidelines for Disclosure and Advertising and Agent Education.

Allianz Life Insurance Company of North America

Date: May 10, 2012

Martin G. Kline, Sr. Director Actuary

**Forms** 

TE-IRA2012 TE-Roth2012 TE-SMPL2012 TE-QRP2012